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 Attorneys for Secured Creditors,  
 U.S. Bank Trust National Association as Trustee of the Lodge Series III Trust,  
 U.S. Bank Trust National Association as Trustee of the Chalet Series III Trust,  
 U.S. Bank Trust National Association as Trustee of the Bungalow Series IV Trust, and  
 U.S. Bank Trust National Association as Trustee of the Bungalow Series F Trust

UNITED STATES BANKRUPTCY COURT  
 DISTRICT OF NEVADA – LAS VEGAS DIVISION

In Re:

MELANI SCHULTE and  
 WILLIAM SCHULTE,

2704 SATTLELLY LLC,  
 HOT ENDEAVOR LLC,  
 1341 MINUET LLC,  
 1708 PLATO PICO LLC,  
 2228 WARM WALNUT LLC,  
 9425 VALLEY HILLS LLC,  
 9500 ASPEN GLOW LLC,  
 5218 MISTY MORNING LLC,  
 CHERISH LLC,  
 SABRECO INC.,  
 KEEP SAFE LLC,

Debtors.

Case No.: 09-29123-mkn

Chapter 11

Jointly Administered with:

09-27238-BAM  
 09-27909-BAM  
 09-27910-BAM  
 09-27911-BAM  
 09-27912-BAM  
 09-27913-BAM  
 09-27914-BAM  
 09-27916-BAM  
 09-28513-BAM  
 09-31584-BAM  
 09-31585-BAM

**REPLY IN SUPPORT OF AMENDED  
 MOTION TO CLARIFY PLAN  
 TREATMENT REGARDING VARIOUS  
 REAL PROPERTIES (DOC. 1351)**

**Hearing Date: June 23, 2021  
 Hearing Time: 9:30 a.m.**

Secured Creditors, U.S. Bank Trust National Association as Trustee of the Lodge  
 Series III Trust, U.S. Bank Trust National Association as Trustee of the Chalet Series III

1 Trust, U.S. Bank Trust National Association as Trustee of the Bungalow Series IV Trust, and  
2 U.S. Bank Trust National Association as Trustee of the Bungalow Series F Trust (collectively,  
3 “Secured Creditors”), by and through undersigned counsel, hereby file this Reply in Support  
4 of their Amended Motion to Clarify Plan Treatment Regarding Various Real Properties (Doc.  
5 1351, the “Motion”).

6 DATED: June 16, 2021

GHIDOTTI | BERGER LLP

7 By: /s/ Regina A. Habermas, Esq.  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Secured Creditors' Motion presented a narrow legal issue concerning the interpretation  
 3 of the Plan<sup>1</sup> confirmed in this case and demonstrated the Court should enter an order  
 4 concluding the Plan did not eliminate the escrow impounds of Secured Creditor's loans.  
 5 Debtor Melani Schulte ("Schulte") filed a Response to the Motion (Doc. 1367, the  
 6 "Response"), which fails to rebut the arguments in the Motion. Rather, the Response includes  
 7 one key omission and one key admission that demonstrate the Motion should be summarily  
 8 granted. First, the Response fails to address Secured Creditors' argument that the Plan's  
 9 language is clear rather than ambiguous and that the plain language of the Plan demonstrates  
 10 the escrow impounds were not eliminated. Second, the Response admits the Plan did not  
 11 eliminate the escrow impounds. As such, the Court should grant the Motion on the basis of  
 12 the Plan's plain language. Even if the Court concludes the Plan is ambiguous, the Motion  
 13 established the parties did not intend to eliminate the Debtors' pre-bankruptcy obligations to  
 14 make monthly escrow payments to Secured Creditors. The Response fails to establish any  
 15 basis upon which the Court should interpret the Plan as having eliminated those obligations.  
 16 Therefore, the Court should grant Secured Creditor's Motion.

17 **I. ARGUMENT**

18 **A. The Plain Language of the Plan Demonstrates the Loans Continued to**  
 19 **Include Escrow Impounds Following Entry of the Confirmation Order**

20 The Motion demonstrated that, at the time this bankruptcy action was filed, the  
 21 monthly payments due on Secured Creditor's loans included amounts for both principal and  
 22 interest as well as escrow items. *See* SN Declaration, ¶¶ 5-13. The Motion also demonstrated  
 23 that the Plan made three specific changes to the loans held by Secured Creditors: 1) the  
 24 outstanding principal balance of the loan; 2) the interest rate; and 3) the term. And the  
 25 language of the provisions that altered the loans is not subject to more than one reasonable  
 26 interpretation. Rather, the language of those provisions clearly and unambiguously states that,

27 \_\_\_\_\_  
 28 <sup>1</sup> Terms defined in the Motion have the same meaning when used in this Reply.

1 apart from the terms detailed in the Plan, the payment of Secured Creditor's claims would  
 2 continue pursuant to "all other terms" of Secured Creditor's Notes and Deeds of Trust. *See*,  
 3 *e.g.* Plan, Article II, Classification of Claims, Section 2.01, Class 2(y), Peaceful Canyon  
 4 Claim (Doc. 912, p. 16). The Response fails to address this argument in any way and the  
 5 Court should summarily grant the Motion on that basis. More important, the Response admits  
 6 that the escrow impounds were not eliminated by the Plan. *See* Doc. 1367 at 3:25-26. As a  
 7 result, the Court should enter the order requested in the Motion and confirm the obligation to  
 8 make monthly escrow payments to Secured Creditors continued to exist following the entry of  
 9 the Confirmation Order.

10 Schulte's attempt to qualify her admission regarding the continued existence of the  
 11 escrow impounds does not require a different result. In the Response, Schulte states,  
 12 "Schulte's Confirmed Plan did not eliminate the escrow impounds. The question is, who was  
 13 and is to pay for it, Schulte directly or US Bank?" *See* Doc. 1367 at 3:25-27. However, there  
 14 exists no such question outside of the Response because an escrow impound represents a  
 15 portion of the monthly payment required to be made by a borrower to a mortgage lender or to  
 16 the lender's servicer. As explained in the "Ask CFPB" section of the Consumer Financial  
 17 Protection Bureau's website,<sup>2</sup>

18 An escrow account, sometimes called an impound account depending on where  
 19 you live, is set up by your mortgage lender to pay certain property-related  
 20 expenses.

21 The money that goes into the account comes from a portion of your monthly  
 22 mortgage payment. An escrow account helps you pay these expenses because  
 23 you send money through your lender or servicer, every month, instead of having  
 24 to pay a big bill once or twice a year.

25 Many lenders require that you pay your taxes and insurance using escrow, so  
 26 they can make sure that the bill gets paid. Your mortgage servicer will manage  
 27 the escrow account and pay these bills on your behalf. Sometimes, escrow  
 28 accounts may also be required by law.

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<sup>2</sup> *See* <https://www.consumerfinance.gov/ask-cfpb/what-is-an-escrow-or-impound-account-en-140/>. A printout from the website is attached hereto as **Exhibit "B"** for the Court's convenience.

Thus, the responsibility to pay the escrow impounds belonged to Debtors prior to the confirmation of the Plan and remained with Debtors following confirmation. In addition, because the escrow impounds were included in the monthly mortgage payments, Debtors remained obligated to pay them, along with the payments of principal and interest, to the owners of the loans or to their servicers. Finally, any purported misunderstanding of what an escrow impound or escrow account is on the part of Schulte is belied by the fact that she obtained mortgage loans to finance her purchase of numerous real properties in Clark County, Nevada beginning as long ago as March 1994. *See, e.g.* Claim 5-1. The plain language of the Plan evidences the continued existence of the escrow impounds and the Court should enter an order confirming that Debtors remained obligated to make escrow payments to Secured Creditors following confirmation of the Plan.

**B. Even If the Court Determines the Plan Is Ambiguous, the Evidence of the Parties' Intentions Demonstrates the Escrow Impounds Were Not Eliminated**

Although the Response does not assert the language of the Plan is ambiguous, it impliedly argues the Court should look beyond the plain language of the Plan to determine the treatment of the escrow impounds. Schulte appears to argue that the agreements of the parties regarding plan treatment demonstrate the escrow portion of the monthly payments was eliminated. However, that argument is not persuasive for a number of reasons.

**1. The Parties' Agreements Demonstrate the Continued Existence of the Escrow Impounds**

Just as with the Plan's provisions, the parties' various agreements expressly altered only certain terms of the subject loans. Rather than eliminating the escrow impounds, these agreements repeated and reaffirmed the requirement that the borrowers remit monthly escrow payments to Secured Creditors along with the monthly payments of principal and interest. As detailed in the Motion, the holders of six of the claims at issue in the Motion entered into stipulations that contained identical language regarding the payments to be made to the lenders,

In addition to Principal and Interest Payments, Debtors shall tender to Creditor regular monthly payments for advances made by Creditor for the maintenance

1 of real property taxes and real property hazard insurances for the Subject  
2 Property.

3 *See* Desert Canyon Stipulation (Doc. 915), Stormy Valley Stipulation (Doc. 928), Saddle  
4 Horn Stipulation (Doc. 920), La Madre Stipulation (Doc. 918), Autostrada Stipulation (Doc.  
5 903), San Ardo Stipulation (Doc. 902) (emphasis added). Rather than eliminating the  
6 requirement to include an escrow payment in each monthly payment made to Secured  
7 Creditors, this language affirmed that the Debtors would remain obligated to make regular  
8 monthly payments to Secured Creditors for escrow items.

9 In the Response, Schulte acknowledges these agreements obligated her to pay amounts  
10 that were advanced by Secured Creditors, but objects that no evidence of such payments was  
11 included in the Motion. *See* Doc. 1367 at 3:8-9. However, that objection ignores the narrow  
12 nature of the question raised in the Motion – whether the Debtors remained obligated to make  
13 payments for escrow items to Secured Creditors following confirmation of the Plan. And  
14 Schulte concedes she remained so obligated where such sums were advanced. The issue of  
15 whether the Debtors performed as required under the Plan is not before the Court.

16 The Peaceful Canyon Stipulation and Cheltenham Order contained different language,  
17 but also reiterated the obligation of each borrower to maintain real property taxes and  
18 insurance. *See* Doc. 863 and Doc. 593. And the Peaceful Canyon Stipulation contained  
19 language similar to that used in the Plan, “[e]xcept as otherwise expressly provided herein, all  
20 remaining terms of the Note and Deed of Trust shall govern the treatment of Creditor’s  
21 Secured Claim.” *See* Doc. 863 at 2:16-17. The language of these agreements reaffirmed the  
22 Debtors’ existing obligations to make escrow payments pursuant to the subject Deeds of  
23 Trust, each of which expressly required the borrower to make such payments “to Lender” on  
24 the dates payments were due under the Notes until the Notes had been “paid in full.” *See*  
25 Claim 5-1, Part 2, p. 2, Section 2. Funds for Taxes and Insurance; Claim 45-1, p. 11-12,  
26 Section 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late  
27 Charges and Section 3. Funds for Escrow Items.

28 It is also important to keep in mind that Debtors were the drafters of the Plan. If they

1 understood and intended the Peaceful Canyon Stipulation and Cheltenham Order to eliminate  
 2 the obligation to make monthly escrow payments to the lenders, they should have amended  
 3 the Plan so that it expressly eliminated that obligation. However, they failed to do so and the  
 4 language regarding the treatment of the Peaceful Canyon Claim and Cheltenham Claim is  
 5 identical to the treatment of the other claims. *See* Plan, Article II, Classification of Claims,  
 6 Section 2.01, Class 2(y), Peaceful Canyon Claim (Doc. 912, p. 16); Class 2(h), Cheltenham  
 7 Claim (Doc. 912, p. 37). As such, the Court should infer that, at the time of confirmation,  
 8 Debtors did not intend or understand the agreements as eliminating the requirement that  
 9 escrow payments be made to the lenders.

10 **2. There Was No Agreement to Eliminate the Escrow Impound from the**  
 11 **Lambert Claim**

12 As noted in the Motion, the holder of the Lambert Claim did not enter into any  
 13 agreement with Debtors regarding the treatment of that Claim. Thus, there was no agreement  
 14 to eliminate the requirement to include sums for escrow items in the monthly payment due on  
 15 that loan. Rather, the unaltered terms of the Deed of Trust remained as follows.

16 ...Borrower shall pay when due the principal of, and interest on, the debt  
 17 evidenced by the Note and any prepayment charges and late charges due under  
 18 the Note. Borrower shall also pay funds for Escrow Items pursuant to Section  
 19 3...

20 Borrower shall pay to Lender on the day Periodic Payments are due under the  
 21 Note, until the Note is paid in full, a sum (the "Funds") to provide the payment  
 22 of amounts due for: (a) taxes and assessments and other items which can attain  
 23 priority over this Security Instrument as a lien or encumbrance on the  
 24 Property;...(c) premiums any and all insurance required by Lender under  
 25 Section 5;...These items are called "Escrow Items."

26 *See Exhibit "A-2"* to SN Declaration, p. 3-4, Section 1. Payment of Principal, Interest,  
 27 Escrow Items, Prepayment Charges, and Late Charges and Section 3. Funds for Escrow Items.  
 28 The Response contains no argument regarding the treatment of the Lambert Claim and the  
 Court should enter an order confirming the Debtors remained obligated to make escrow  
 payments to the Secured Creditor holding that claim.

///

1                   **3. Schulte’s Assertions Regarding the Post-Confirmation Conduct of the Parties**  
 2                   **Does Not Establish the Intent of the Parties at the Time of Confirmation**

3                   In the Response, Schulte alleges she never received monthly statements or information  
 4 regarding escrow amounts due and, somehow, that demonstrates the Plan eliminated the  
 5 obligation to make monthly escrow payments on the subject loans.<sup>3</sup> However, as noted in the  
 6 Motion, if a contract is ambiguous, a court must “effectuate the intent of the parties, which  
 7 may be determined in light of the surrounding circumstances if not clear from the contract  
 8 itself.” *Sheehan & Sheehan v. Nelson Malley and Co.*, 121 Nev. 481, 487-88, 117 P.3d 219,  
 9 223-24 (2005) (citations omitted). The parties’ post-confirmation actions are irrelevant to the  
 10 Court’s analysis of how the requirement to make escrow payments to Secured Creditors was  
 11 treated under the confirmed Plan.

12                   Rather, the surrounding circumstances to be considered in interpreting the Plan include  
 13 the terms and conditions of the subject loans at the time this bankruptcy action was initiated  
 14 and the parties’ pre-confirmation agreements regarding the treatment of claims. As detailed in  
 15 the Motion and SN Declaration, when this bankruptcy case was filed, the monthly payments  
 16 owed to the lenders included amounts for principal and interest as well as escrow. *See* SN  
 17 Declaration, ¶¶ 5-13. Further, as detailed in the Motion and above, the parties’ agreements  
 18 regarding the treatment of claims did not eliminate the required escrow portion of Debtors’  
 19 monthly loan payments to Secured Creditors. The relevant evidence establishes the parties’  
 20 intent to alter only the three terms specified in the Plan. Therefore, the Court should enter the  
 21 order requested in the Motion.

22                   **C. Schulte’s Remaining Assertions Are Equally Unpersuasive**

23                   The Response includes additional assertions that fail to establish any basis upon which  
 24 the Court should deny the Motion. First, Schulte asks whether SN Servicing Corporation has  
 25 standing to bring the Motion. *See* Doc. 1367 at 2:6-8. However, Secured Creditors filed the  
 26

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27                   <sup>3</sup> Secured Creditors dispute Schulte’s assertions regarding the post-confirmation conduct of the  
 28 parties and reserve their right to present evidence contradicting those assertions in all further  
 proceedings related to the subject loans.



1 Motion, not SN Servicing Corporation. There can be no dispute that the current holders of the  
2 claims secured by the subject properties have standing to request the Court interpret the  
3 treatment of their claims in the Plan.

4 Second, Schulte argues Secured Creditors have forfeited or waived any right to  
5 payment of the escrow impounds. However, the legal authority cited in support of this  
6 argument is inapposite because it concerns issues related to criminal appeals. *See, e.g. United*  
7 *States v. Depue*, 912 F.3d 1227 (9<sup>th</sup> Cir. 2019) (interpreting effect of waiver and forfeiture in  
8 criminal appeals under Fed. R. Crim. P. 52(b)); *United States v. Olano*, 507 U.S. 725, 113  
9 S.Ct. 1770 (1993) (same; cited in *Hamer v. Neighborhood Housing Services of Chicago*, 138  
10 S.Ct. 13 (2017). This legal authority has nothing to do with the issue raised in the Motion and  
11 no application in this bankruptcy action. More important, as noted above, the post-  
12 confirmation conduct of the parties is not relevant to the interpretation of the Plan.

13 Finally, to the extent the Court considers the issue of waiver, six of the stipulations  
14 concerning plan treatment state, “acceptance of a late or partial payment shall not act as a  
15 waiver of Creditor’s right to proceed hereunder.” *See* Desert Canyon Stipulation (Doc. 915),  
16 Stormy Valley Stipulation (Doc. 928), Saddle Horn Stipulation (Doc. 920), La Madre  
17 Stipulation (Doc. 918), Autostrada Stipulation (Doc. 903), San Ardo Stipulation (Doc. 902).  
18 As a result, the Response fails to demonstrate the Plan eliminated Debtors’ obligation to make  
19 escrow payments to Secured Creditors and the Court should grant the Motion.

## 20 II. CONCLUSION

21 The Motion demonstrated the plain language of the confirmed Plan did not eliminate  
22 the escrow portion of the monthly payments owed to Secured Creditors. The Motion also  
23 demonstrated that, should the Court consider the parties’ intentions while ruling on the  
24 Motion, the evidence demonstrates the parties did not agree to eliminate the requirement to  
25 make monthly escrow payments to Secured Creditors. The only Response to the Motion  
26 failed to demonstrate any basis upon which the Court should deny the Motion.

27 ///

28 ///

1 Therefore, Secured Creditors respectfully request this Court enter an Order concluding  
2 the Plan did not eliminate the requirement that Debtors make monthly escrow payments to  
3 Secured Creditors following confirmation.

4 DATED: June 16, 2021

GHIDOTTI | BERGER LLP

5 By: /s/ Regina A. Habermas, Esq.

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Attorneys for Secured Creditors

# EXHIBIT “B”

LAST REVIEWED: AUG 03, 2017

## What is an escrow or impound account?

An escrow account, sometimes called an impound account depending on where you live, is set up by your mortgage lender to pay certain property-related expenses.

The money that goes into the account comes from a portion of your monthly mortgage payment. An escrow account helps you pay these expenses because you send money through your lender or servicer, every month, instead of having to pay a big bill once or twice a year.

Many lenders require that you pay your taxes and insurance using escrow, so they can make sure that the bill gets paid. Your mortgage servicer will manage the escrow account and pay these bills on your behalf. Sometimes, escrow accounts may also be required by law.

Your property taxes and insurance premiums can change from year to year. Your escrow payment—and with it, your [total monthly payment \(cfpb.gov/askcfpb/1941\)](https://cfpb.gov/askcfpb/1941) will change accordingly.

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**Tip: If your loan doesn't include an escrow account, you will have to plan to pay these large expenses yourself.** Be sure you budget for these extra costs and stay current on your taxes and insurance payments. If you fail to pay your property taxes, your state or local government may impose fines and penalties or place a tax lien on your home. You could also face foreclosure.

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In addition, if you fail to pay your taxes or insurance, your lender may:

- Add the amounts to your loan balance
- Add an escrow account to your loan
- Purchase new homeowners insurance for you and bill you for it. This lender-purchased insurance, known as [force-placed insurance \(cfpb.gov/askcfpb/219\)](https://cfpb.gov/askcfpb/219), is typically more expensive than homeowners insurance you pay on your own.

**Even if your lender does not require an escrow account, consider**

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**CERTIFICATE OF SERVICE**

On June 16, 2021, I served the foregoing documents described as Reply in Support of their Amended Motion to Clarify Plan Treatment Regarding Various Real Properties t on the following individuals by electronic means through the Court's ECF program:

**COUNSEL FOR DEBTOR(S)**

CHRISTOPHER PATRICK BURKE	atty@cburke.lvcoxmail.com
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**US TRUSTEE**

US Trustee	USTPRegion17.lv.ecf@usdoj.gov
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**OTHER CREDITORS/ATTORNEYS**

VINCENT J. AIELLO	vaiello@spencerfane.com
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Brandy Carroll  
Brandy Carroll

On June 16, 2021, I served the foregoing documents described as Reply in Support of their Amended Motion to Clarify Plan Treatment Regarding Various Real Properties on the following individuals by depositing true copies thereof in the United States mail at Santa Ana, California enclosed in a sealed envelope, with postage paid, addressed as follows:

<b>Debtor(s)</b> MELANI SCHULTE 9811 W. CHARLESTON BLVD. #2-351 LAS VEGAS, NV 89117  5218 MISTY MORNING LLC 7201 W. LAKE MEAD BLVD. LAS VEGAS, NV 89128  HOT ENDEAVOR LLC 7201 W LAKE MEAD BLVD LAS VEGAS, NV 89128  2704 SATTLEY LLC 7201 W. LAKE MEAD BLVD. SUITE 550 LAS VEGAS, NV 89128  1341 MINUET LLC 7201 W LAKE MEAD BLVD LAS VEGAS, NV 89128	<b>Other Creditors:</b> CitiMortgage Inc. P.O. BOX 6941 The Lakes, NV 88901-6006  Abn Amro Mortgage Grou Acct No xxxxxx3148 Po Box 9438,dept 0251 Gaithersburg, MD 20898  Affiliated Accep Crp Acct No xxxxxx0757 Attn: Customer Service Po Box 790001 Sunrise Beach, MO 65079  Allied Collection Serv Acct No xxxxxx0902 Po Box 29299 Las Vegas, NV 89126
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1708 PLATO PICO LLC 7201 W LAKE MEAD BLVD LAS VEGAS, NV 89128	Allison, Curtis, Kinsley, Meoz, Michael P.O. Box 911265 Dallas, TX 75391-1265
2228 WARM WALNUT LLC 7201 W LAKE MEAD BLVD LAS VEGAS, NV 89128	America's Servicing Company Bankruptcy Department 3476 Stateview Blvd Fort Mill, SC 29715
9425 VALLEY HILLS LLC 7201 W LAKE MEAD BLVD LAS VEGAS, NV 89128	America's Servicing Company Acct No xxxxxxx3971 PO Box 981 Frederick, MD 21705-0981
9500 ASPEN GLOW LLC 7201 W LAKE MEAD BLVD LAS VEGAS, NV 89128	AMERICAN EXPRESS BANK FSB C/O BECKET AND LEE LLP POB 3001 MALVERN PA 19355-0701
SABRECO INC. 7201 W LAKE MEAD BLVD #550 LAS VEGAS, NV 89128	Americas Servicing Co Acct No xxxxxxxxxx3971 Attention: Bankruptcy 1 Home Campus Des Moines, IA 50328
KEEP SAFE LLC 7201 W LAKE MEAD BLVD #550 LAS VEGAS, NV 89128	BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP 7105 Corporate Drive PTX-B-35 Plano, TX 75024
WILLIAM R. SCHULTE 9811 W. CHARLESTON BLVD. #2-351 LAS VEGAS, NV 89117	BAC Home Loans Servicing, LP 1757 Tapo Canyon Road Simi Valley, CA 93063 Mail Code CA6-913-LB-11
Other Creditors: Bank of America, N.A. Bankruptcy Dept. Mail Stop CA6-919-01-23 Simi Valley, CA 93065	BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP 7105 CORPORATE DRIVE PLANO, TX 75024
BANK OF AMERICA, N.A. PO Box 26012 NC4-105-03-14 Greensboro, NC 27420	Bank of America Acct No xxxxxxxxxx4599 PO Box 22031 Greensboro, NC 27420-1848
Bank of Nevada Acct No xxxxx6328 PO BOX 26237 Las Vegas, NV 89126-0237	Bank Of America Acct No 9758 Po Box 1598 Norfolk, VA 23501
Barclays Bank Delaware Acct No xxxxxx0000 Attention: Customer Support Department Po Box 8833 Wilmington, DE 19899	

<p>Caliber Home Loans, Inc. 13801 Wireless Way Oklahoma City, OK 73134</p> <p>Central Mortgage Co Acct No xxxxxx4705 Attention: Bankruptcy Dept. 1100 Virginia Drive Fort Washington, PA 19034</p> <p>Chase Acct No xxxxxxxx1110 Po Box 15298 Wilmington, DE 19850</p> <p>Chase Acct No xxxxxxxx7443 201 N. Walnut St/De1-1027 Wilmington, DE 19801</p> <p>Chase Bank USA, N.A. PO Box 15145 Wilmington, DE 19850-5145</p> <p>CHASE HOME FINANCE, LLC FKA CHASE MANHATTAN MORTGAGE CORP. 3415 VISION DR. COLUMBUS OH 43218</p> <p>Chase Manhattan Mortgage PO Box 78920 Phoenix, AZ 85062-8920</p> <p>Citi Acct No xxxxxxxx3143 Po Box 6241 Sioux Falls, SD 57117</p> <p>CITIMORTGAGE INC PO BOX 140609 IRVING, TX 75019-0609</p> <p>Citimortgage Inc Acct No xxxxxx0064 Po Box 9438,dept 0251 Gaithersburg, MD 20898</p> <p>Citimortgage Inc Acct No xxxxxxxx829-5</p>	<p>Bank Of America Acct No xxxxxxxxxx1199 4161 Piedmont Pkwy Greensboro, NC 27410</p> <p>Bank of America P.O. Box 26237 Las Vegas, NV 89126-0237</p> <p>Bank Of America Acct No 030 Po Box 17054 Wilmington, DE 19850</p> <p>CITY NATIONAL BANK, N.A. C/O SHEA &amp; CARLYON, LTD. 701 BRIDGER AVENUE, #850 LAS VEGAS, NV 89101</p> <p>CLARK COUNTY ASSESSOR 500 S. GRAND CENTRAL PKWY LAS VEGAS, NV 89155</p> <p>Countrywide Home Loans Acct No xxxx1662 PO Box 10219 Van Nuys, CA 91410-0219</p> <p>Countrywide Home Lending Acct No xxxxx6473 Attention: Bankruptcy SV-314B Po Box 5170 Simi Valley, CA 93062</p> <p>Deaner, Deaner, Scann, Malan, &amp; Larsen c/o Susuan Williams Scann, Esq. 720 S. Fourth Street Suite 300 Las Vegas, NV 89101</p> <p>DEBORAH DRAKE 6111 FOX CREEK AVE LAS VEGAS NV 89122</p> <p>DR. BERNARD GREENBLATT c/o LAW OFFICE OF BRIAN D. SHAPIRO, LLC 411 E. BONNEVILLE AVENUE LAS VEGAS, NV 89101</p>
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<p>PO Box 6006 The Lakes, NV 88901-6006</p> <p>Citimortgage Inc. Acct No xxxxxx851-7 PO Box 8004 South Hackensack, NJ 07606-8004</p> <p>CitiMortgage, Inc c/o Pite Duncan LLP 4375 Jutland Drive, Suite 200 P.O. Box 17933 San Diego, CA 92177-0933</p> <p>City National Bank Acct No xxx4409 PO Box 60938 Los Angeles, CA 90060-0938</p> <p>CITY NATIONAL BANK C/O FENNEMORE CRAIG, P.C. LAUREL E. DAVIS, ESQ. 300 S FOURTH STREET, STE 1400 LAS VEGAS, NV 89101</p> <p>First American Title c/o Harrison, Kemo, Jones &amp; Coulthard 3800 Howard Hughes Parkway Seventeenth Floor Las Vegas, NV 89169</p> <p>First Hawaiian Bank Acct No xxxxxxxx0035 Po Box 1959 Honolulu, HI 96805</p> <p>FIRST HAWAIIAN BANK-LOAN RECOVERY CENTER POB 4070 HONOLULU HI 96812-9941</p> <p>First National Bank Credit Card Center Acct No xxxxxxxxxxxx2737 Attention: Bankruptcy Department Po Box 3331 Stop Code 3105 Omaha, NE 68103</p> <p>First Nationwide Mtg Acct No xxx5955 Po Box 9438,dept 0251 Gaithersburg, MD 20898</p>	<p>Equity Title, LLC c/o Meier &amp; Fine, LLC 2300 W. Sahara Ave., Ste. 430 Las Vegas, NV 89102</p> <p>Federal National Mortgage Association PO Box 2008 Grand Rapids, MI 49501-2008</p> <p>Fidelity Bank PO BOX 2937 Wichita, KS 67201</p> <p>Fidelity Bank 100 E English PO Box 1007 Wichita, KS 67202</p> <p>Fifth Third Bank Acct No xxxxx6682 C/O Bankruptcy Dept, Mdropso5 1850 East Paris Grand Rapids, MI 49546</p> <p>Fifth Third Mortgage Company 5050 Kingsley Dr. 1MOC20 Cincinnati, OH 45263</p> <p>JP Morgan Chase Bank, National Association 7255 Bay Meadows Way Jacksonville, FL 32256</p> <p>JPMorgan Chase Bank, N.A. c/o Tiffany &amp; Bosco, P.A. 212 South Jones Blvd. Las Vegas, NV 89107</p> <p>Langlands &amp; Gross LLP 2655 Bay Canyon Drive Suite 190 Las Vegas, NV 89128</p> <p>LINDSEY H MORALES, ESQ. MCCALLA RAYMER LEIBERT PIERCE, LLP 1635 VILLAGE CENTER CIRCLE SUITE 130 LAS VEGAS, NV 89134</p> <p>Litton Loan Servicing, L.P. Bankruptcy Department 4828 Loop Central Drive Houston, TX 77081-2226</p>
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<p>Grant &amp; Weber Acct No xxxxx5192 861 Coronado Center Dr S Henderson, NV 89052</p> <p>Green Tree Servicing LLC PO Box 6154 Rapid City, South Dakota 57709</p> <p>Green Tree Servicing LLC 7360 S. Kyrene Rd. Recovery Dept - T120 Tempe, Az 85283</p> <p>Home Comings Financial Acct No xxxxxx4689 Attention: Bankruptcy Dept 1100 Virginia Drive Fort Washington, PA 19034</p> <p>Homecomings Financial Acct No xxx5505 PO Box 205 Waterloo, IA 50704-0205</p> <p>INTERNAL REVENUE SERVICE CENTRALIZED INSOLVENCY P.O. BOX 21126 PHILADELPHIA, PA 19114</p> <p>Jeff Sylvester, Esq. Sylvester &amp; Polednak, LTD. 7371 Prairie Falcon Rd., Suite 120 Las Vegas, NV 89128</p> <p>JP MORGAN CHASE BANK, N.A. CHASE RECORDS CENTER MAIL CODE LA4-5555 700 KANSAS LANE MONROE, LA 71203</p> <p>Natl Cty Crd Acct No xxxxxxxx1161 4653 E Main Street Columbus, OH 43213</p> <p>Ncb/cols Acct No xxxxxxxx6149 Attn: Bankruptcy 6750 Miller Rd Brecksville, OH 44141</p> <p>NCO Financial Systems Acct No xxxx3276</p>	<p>Litton Loan Servicing, LP 1270 Northland Drive, Suite 200 Mendota Heights, Minnesota 55120</p> <p>Marquis &amp; Aurbach c/o Micah Echols 120001 Park Run Drive Las Vegas, NV 89145</p> <p>Melvin Elizer and Maxine Llewellyn c/o Ogonna M. Atamoh, Esq. Santoro, Driggs, Walch, et al. 400 S. 4th St., 3rd Fl. Las Vegas, NV 89101</p> <p>Midland Mortgage Acct No xxxx2811 PO Box 268888 Oklahoma City, OK 73126</p> <p>Midland Mortgage Company Acct No xxxx2811 Attn: Bankruptcy Po Box 26648 Oklahoma City, OK 73216</p> <p>MTGLQ Investors, L.P. c/o Shellpoint Mortgage Servicing PO Box 10826 Greenville SC 29603</p> <p>Nationstar Mortgage LLC PO Box 619096 Dallas, TX 75261-9741</p> <p>RICHARD F. HOLLEY, ESQ. OGONNA M. ATAMOH, ESQ. SANTORO DRIGGS WALCH KEARNEY, HOLLEY &amp; T 400 SOUTH FOURT STREET, 3RD FL. LAS VEGAS, NV 89101</p> <p>Seterus, Inc. PO Box 1047 Hartford, CT 06143</p> <p>Seterus, Inc., et al, its assignees and/or successors in interest c/o Prober &amp; Raphael, A Law Corporation 20750 Ventura Blvd., Suite 100 Woodland Hills, CA 91365</p>
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<p>507 Prudential Road Horsham, PA 19044</p> <p>Nevada Federal Cred Un Acct No xxxxxxxx9490 2645 S Mojave Rd Las Vegas, NV 89121</p> <p>Nevada Law Group 2920 N. Green Valley Parkway Bldg. 3, #313 Henderson, NV 89014</p> <p>Nevada State Bank Acct No xxxxxxxxxxxxxx1979 2185 S 3270 W Salt Lake City, UT 84119</p> <p>Ocwen Loan Servicing, LLC Attn: Bankruptcy Department 1661 Worthington RD. Suite 100 West Palm Beach, FL 33409</p> <p>Ocwen Loan Servicing, LLC Attn: Bankruptcy Department 1100 Virginia Drive, Suite 175 Fort Washington, PA 19034</p> <p>Ocwen Loan Servicing, LLC Attn: Bankruptcy Dept. PO Box 24605 West Palm Beach, FL 33416-4605</p> <p>Oren and Socorro Lilly Lopez-Goldsteind c/o Ann E Kolber Esq LAW PRACTICE LTD 5516 South Fort Apache Road Suite 110 Las Vegas, NV 89148</p> <p>PYOD LLC its successors and assigns as assignee of Citibank c/o Resurgent Capital Services PO Box 19008 Greenville, SC 29602</p> <p>Unvl/citi Acct No xxxxxxxx1655 Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195</p> <p>Us Bank Acct No xxxxxxxx6098</p>	<p>SYLVESTER &amp; POLEDNAK, LTD. ATTN: JEFFREY R. SYLVESTER, ESQ. 7371 PRAIRIE FALCON ROAD, SUITE 120 LAS VEGAS, NV 89128</p> <p>The Bank of New York Mellon fka The Bank of New York, as Trustee c/o BAYVIEW LOAN SERVICING, LLC 4425 Ponce de Leon Blvd., 5th Floor Coral Gables, Florida 33146</p> <p>The Bank of New York Mellon c/o BAC Home Loans Servicing, LP 2270 Lakeside Boulevard Mail Stop: R-A-3-118 Richardson, TX 75082</p> <p>The Bank of New York Mellon c/o BAC Home Loans Servicing, LP 1757 Tapo Canyon Road Mail Stop: CA6-913-LB-11 Simi Valley, CA 93063</p> <p>The Bank of New York Mellon et al c/o BAC Home Loans Servicing, LP 7105 Corporate Drive PTX-B-35 Plano, TX 75024</p> <p>THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW Y c/o Shellpoint Mortgage Servicing PO BOX 10826 Greenville, SC 29603-0826</p> <p>U S Bank Acct No xxxxxxxx0535 101 5th St E Ste A Saint Paul, MN 55101</p> <p>U.S. BANK TRUST, N.A. c/o Caliber Home Loans, Inc. PO Box 24330 Oklahoma City, OK 73124</p> <p>Wells Fargo Bank, N.A. P. O. Box 14469 MAC X2303-01A Des Moines, IA 50306-9655</p>
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<p>Attn: Bankruptcy Dept. P.O. Box 5229 Cincinnati, OH 45201</p> <p>Us Bank Acct No xxxxxxxx9098 Po Box 790084 Saint Louis, MO 63179</p> <p>US Bank Trust National Association c/o BSI Financial Services 1425 Greenway Dr., ste 400 Irving TX 75038</p> <p>Vincent J. Aiello, Esq. 3993 Howard Hughes Parkway, Suite 400 Las Vegas, Nevada 89169</p> <p>Washington Mutual Acct No xxxxxx8181 PO Box 660139 Dallas, TX 75266-0139</p> <p>Washington Mutual Mortgage Acct No xxxxxxxxxxx8181 Attention: Bankruptcy Dept. JAXA 2035 7255 Bay Meadows Way Jacksonville, FL 32256</p> <p>Wells Fargo Acct No xxxxxxxxxxx1998 PO Box 4233 Portland, OR 97208-4233</p> <p>Wells Fargo Acct No xxxxxxxxxxxxxxx0001 Po Box 60510 Los Angeles, CA 90060</p> <p>Wells Fargo Acct No xxx1753 PO Box 14547 Des Moines, IA 50306-3547</p> <p>Wells Fargo Bank NA PO Box 10438 Des Moines, IA 50306-0438</p> <p>Wells Fargo Bank Nv Na Acct No xxxxxxxxxxxxxxx1998</p>	<p>Wells Fargo Bank, N.A. BDD Bankruptcy Dept, MAC s4101-08c 100 W. Washington St. Phoenix, AZ 85003</p> <p>Wells Fargo Bank, N.A. Home Equity Group X2303-01A 1 Home Campus Des Moines, IA 50328-0001</p> <p>Wells Fargo Card Ser Acct No xxxxxxxx0301 Po Box 5058 Portland, OR 97208</p> <p>Wells Fargo Hm Mortgag Acct No xxxxxx4851 8480 Stagecoach Cir Frederick, MD 21701</p> <p>WILMINGTON SAVINGS FUND SOCIETY, FSB C/O BDFTW 20955 PATHFINDER RD., STE. 300 DIAMOND BAR, CA 91765</p> <p>WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE c/o BARRETT DAFFIN FRAPPIER TREDER&amp;WEISS 7251 WEST LAKE MEAD BLVD SUITE 300 LAS VEGAS, NV 89128</p> <p>ZIEVE, BRODNAX &amp; STEELE, LLP 9435 West Russell Road, Suite 120 Las Vegas, NV 89148</p>
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Po Box 31557 Billings, MT 59107	
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Brandy Carroll  
Brandy Carroll